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and TMC Franchise Corp.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

UNIVERSAL PROPERTY SERVICES,
INC., and SYED KAZMI,

Plaintiffs,

v.

LEHIGH GAS WHOLESALE SERVICES,
INC., LEHIGH GAS WHOLESALE, INC.,
LGP REALTY HOLDINGS LP, CIRCLE K
STORES INC., and TMC FRANCHISE
CORP.,

Defendants.

Civil Action No. 3:20-cv-03315-FLW-TJB

Civil Action

DEFENDANT CIRCLE K STORES INC.'S
ANSWER TO PLAINTIFFS' SECOND
AMENDED COMPLAINT AND JURY
DEMAND

(Document Filed Electronically)

Defendant Circle K Stores Inc. (“Circle K”) for its answer and affirmative defenses to Plaintiffs Universal Property Services’ (“UPS”) and Syed Kazmi’s (“Kazmi”) (collectively, “Plaintiffs”) Second Amended Complaint states as follows:

The Parties

1. Because the allegations in Paragraph 1 relate to UPS’s citizenship, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

2. Because the allegations in Paragraph 2 relate to Kazmi’s citizenship, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

3. Circle K admits the allegations in Paragraph 3.

4. Because the allegations in Paragraph 4 relate to Defendant TMC Franchise Corp.’s (“TMC”) citizenship, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

5. Because the allegations in Paragraph 5 relate to Lehigh Gas Wholesale Services, Inc.’s citizenship, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

6. Because the allegations in Paragraph 6 relate to the Lehigh Gas Wholesale LLC’s citizenship, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

7. Because the allegations in Paragraph 7 relate to LGP Realty Holdings LP’s citizenship, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

8. Because the allegations in the first sentence of Paragraph 8 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in that sentence and therefore denies them. As to the second sentence, Circle K admits only that it is the parent corporation of TMC, and denies any remaining allegations and characterizations contained in the second sentence of Paragraph 8.

9. Circle K admits the allegations in Paragraph 9.

10. Circle K admits the allegations in Paragraph 10.

11. Because the allegations in Paragraph 11 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

12. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 and therefore denies them.

Jurisdiction and Venue

13. Paragraph 13 contains legal statements or conclusions to which no response is required. To the extent a response is required, Circle K denies the allegations in Paragraph 13.

14. Paragraph 14 contains legal statements or conclusions to which no response is required. To the extent a response is required, Circle K admits that it is not a citizen of New Jersey. Except as specifically admitted, Circle K denies the remaining allegations contained in Paragraph 14.

15. Circle K admits the allegations in Paragraph 15.

16. Paragraph 16 contains legal statements or conclusions to which no response is required. To the extent a response is required, Circle K denies the allegations in Paragraph 16.

17. Paragraph 17 contains legal statements or conclusions to which no response is required. To the extent a response is required, Circle K admits that venue in this District is proper.

The Nature of the Action

18. Circle K admits that Plaintiffs have filed this action against Defendants in connection with the sale of 17 franchised convenience stores, and that Circle K entered into various agreements with UPS. Except as specifically admitted, Circle K denies the remaining allegations and characterizations contained in Paragraph 18.

19. Circle K denies the allegations in Paragraph 19.

20. Circle K denies the allegations in Paragraph 20.

21. Because the allegations in Paragraph 21 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K specifically denies the characterizations about its actions contained in Paragraph 21.

22. Because the allegations in Paragraph 22 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

23. Because the allegations in Paragraph 23 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

24. Because the allegations in Paragraph 24 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

25. Circle K admits that UPS seeks rescission, damages, and other remedies but lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 25 and therefore denies them.

FACTUAL BACKGROUND

26. Circle K denies the allegations in Paragraph 26.

27. The allegations in Paragraph 27 refer to a document, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

28. Circle K admits the allegations in Paragraph 28.

29. With respect to the allegations in Paragraph 29, Circle K admits that Marcello Ciminelli (“Ciminelli”), Kenneth Frye, (“Frye”), Joseph Alfier (“Alfier”), and George Wilkins (“Wilkins”) (collectively, “The Circle K Employees”) were Circle K employees at all relevant times. Circle K denies the remaining allegations in Paragraph 29.

30. The allegations in Paragraph 30 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. Circle K further and specifically denies that it or any of the Circle K Employees were acting as an agent of TMC at any time relevant to the allegations in the Second Amended Complaint. With respect to the allegation in Paragraph 30 regarding Plaintiffs’ understanding, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegation and therefore denies it.

31. With respect to the allegations in Paragraph 31, Circle K admits that it advised Mr. Shamikh Kazmi to submit a business plan for the proposed Florida sites. Circle K also

admits that there were four districts available at the time. Circle K denies the remaining allegations in Paragraph 31.

32. With respect to the allegations in Paragraph 32, Circle K admits that it offered Mr. Shamikh Kazmi historical sales data related to the proposed Florida sites. Circle K denies the remaining allegations in Paragraph 32.

33. With respect to the allegations in Paragraph 33, Circle K admits that it provided Mr. Shamikh Kazmi with a template for the business plan. Circle K denies the remaining allegations in Paragraph 33.

34. The allegations in Paragraph 34 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. Circle K further and specifically denies that it or any of the Circle K Employees were acting on behalf of TMC at any time relevant to the allegations in the Second Amended Complaint.

35. Circle K denies the allegations in Paragraph 35.

36. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 and therefore denies them.

37. Circle K admits that Plaintiffs submitted a business plan to it in November 2018, but lacks knowledge or information sufficient to form a belief as to the truth of the allegation regarding TMC and therefore denies it. The remaining allegations in Paragraph 34, including all subparts, refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

38. With respect to the allegations in Paragraph 38, Circle K admits that it spoke with Mr. Shamikh Kazmi in November 2018 regarding the business plan and a meeting to review the Business Plan. Circle K denies the remaining allegations and characterizations contained in Paragraph 38.

39. With respect to the allegations in Paragraph 39, Circle K admits that it met with Plaintiffs on December 4, 2018, to review the Business Plan. Circle K denies the remaining allegations and characterizations contained in Paragraph 39.

40. With respect to the allegations in Paragraph 40, Circle K admits that it informed Plaintiffs of its intent to move forward with them as to 11 locations in a letter of intent dated March 7, 2019, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. Circle K further denies that it or any of the Circle K Employees were acting on behalf of TMC, and as result, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40 related to TMC and therefore denies them.

41. Circle K denies the allegations in Paragraph 41.

42. Circle K denies the allegations in Paragraph 42.

43. Circle K denies the allegations in Paragraph 43 as they relate to Circle K. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43 related to TMC and therefore denies them.

44. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44 and therefore denies them. Further, Paragraph 44 contains a statement to which no response is required.

45. Paragraph 45 contains allegations to which no response is required. To the extent a response is required, Circle K denies Plaintiffs' characterizations of any alleged actions or inactions.

46. The allegations in Paragraph 46 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. With respect to the allegation in Paragraph 46 regarding Plaintiffs' reliance, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegation and therefore denies it.

47. With respect to the allegations in Paragraph 47, Circle K admits that it offered Plaintiffs six additional store locations in a letter of intent dated June 14, 2019, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. Circle K further denies that it or any of the Circle K Employees were acting on behalf of TMC, and as result, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47 related to TMC and therefore denies them.

48. The allegations in Paragraph 48 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. With respect to the allegation in Paragraph 48 regarding Plaintiffs' reliance, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegation and therefore denies it.

49. With respect to the allegations in Paragraph 49, Circle K denies that it made any misrepresentations or omissions. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 49 and therefore denies them.

50. With respect to the allegations in Paragraph 50 that relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. The remaining allegations refer to a document, the contents of which speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

51. The allegations in Paragraph 51 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. With respect to the allegation in Paragraph 51 regarding Plaintiffs' reliance, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegation and therefore denies it.

52. With respect to the allegations in Paragraph 52 that relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K denies that it provided Plaintiffs with any FDDs. The remaining allegations refer to a document, the contents of which speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

53. The allegations in Paragraph 53 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. With respect to the allegation in Paragraph 53 regarding Plaintiffs' reliance, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegation and therefore denies it.

54. The allegations in Paragraph 54 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

55. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55 and therefore denies them. To the extent a response is required, Circle K denies the allegations and characterizations in Paragraph 55.

56. Paragraph 56 contains a statement to which no response is required. To the extent a response is required, Circle K admits the allegations in Paragraph 56.

57. Paragraph 57 contains legal statements or conclusions to which no response is required. The FTC Rule speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

58. Paragraph 58 contains legal statements or conclusions to which no response is required. The FTC Rule speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

59. The allegations in Paragraph 59 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

60. The allegations in Paragraph 60 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

61. The allegations in Paragraph 61 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

62. Because the allegations in Paragraph 62 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

63. Paragraph 63 contains legal statements or conclusions to which no response is required. The FTC Rule speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

64. Paragraph 64 contains legal statements or conclusions to which no response is required. The FTC Rule speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

65. Paragraph 65 contains legal statements or conclusions to which no response is required. The FTC Rule speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

66. Paragraph 66 contains legal statements or conclusions to which no response is required. The FTC Rule speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

67. Paragraph 67 contains legal statements or conclusions to which no response is required. The FTC Rule speaks for itself. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

68. Paragraph 67 contains legal statements or conclusions to which no response is required. To the extent a response is required, Circle K denies the allegations and characterizations contained in Paragraph 68. Circle K further denies that its actions violated any federal or state laws.

69. The allegations in Paragraph 69 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

70. The allegations in Paragraph 70 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

71. With respect to the allegations in Paragraph 71, Circle K admits that it inventoried the stores upon transfer to Plaintiffs. The remaining allegations in Paragraph 71 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

72. The allegations in Paragraph 72 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

73. With respect to the allegations in Paragraph 73, Circle K admits that Plaintiffs made a payment by wire on August 6, 2019, for \$258,736.00 and a second payment by wire on September 4, 2019, for \$200,000. Circle K denies the remaining allegations in Paragraph 73.

74. With respect to the allegations in Paragraph 74, Circle K admits that after Plaintiffs initial wire payments, Plaintiffs still owed Circle K \$531,462.76. Circle K denies the remaining allegations in Paragraph 74.

75. The allegations in Paragraph 75 refer to various documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

76. With respect to the allegations in Paragraph 76, Circle K admits that on October 4, 2019, it called on Plaintiffs' letter of credit in the amount of \$614,544.91, which included amounts for unpaid inventory as well as other amounts owed for the 17 locations. Circle K denies the remaining allegations in Paragraph 76.

77. Circle K denies the allegations in Paragraph 77.

78. Circle K admits the allegations in Paragraph 78.

79. With respect to the allegations in Paragraph 79 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K admits that from time to time, Plaintiffs spoke with Circle K regarding operations of the stores. Circle K denies the remaining allegations in Paragraph 79.

80. With respect to the allegations in Paragraph 80 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K admits that from time to time, Plaintiffs spoke with Circle K regarding operations of the stores. Circle K denies the remaining allegations in Paragraph 80.

81. The allegations in Paragraph 81 refer to documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

82. Because the allegations in Paragraph 82 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

83. Because the allegations in Paragraph 83 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein therefore denies them.

84. Because the allegations in Paragraph 84 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

85. Because the allegations in Paragraph 85 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

86. Because the allegations in Paragraph 86 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

87. Because the allegations in Paragraph 87 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. To the extent Paragraph 87 contains allegations related to Circle K, Circle K denies the allegations contained therein.

88. Because the allegations in Paragraph 88 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

89. Because the allegations in Paragraph 89 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

90. Because the allegations in Paragraph 90 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

91. Because the allegations in Paragraph 91 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

92. Because the allegations in Paragraph 92 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

93. Because the allegations in Paragraph 93 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

94. Because the allegations in Paragraph 94 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

95. Because the allegations in Paragraph 95 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

96. Because the allegations in Paragraph 96 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

97. Because the allegations in Paragraph 97 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

98. Because the allegations in Paragraph 98 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

99. Because the allegations in Paragraph 99 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

100. Because the allegations in Paragraph 100 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

101. Because the allegations in Paragraph 101 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

102. Because the allegations in Paragraph 102 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

103. Because the allegations in Paragraph 103 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

104. Because the allegations in Paragraph 104 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

105. Because the allegations in Paragraph 105 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

106. Because the allegations in Paragraph 106 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

107. Because the allegations in Paragraph 107 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

108. Because the allegations in Paragraph 108 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

109. Because the allegations in Paragraph 109 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

110. Because the allegations in Paragraph 110 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

111. Because the allegations in Paragraph 111 relate to UPS, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

112. Because the allegations in Paragraph 112 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

113. Because the allegations in Paragraph 113 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

114. Because the allegations in Paragraph 114 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

115. Because the allegations in Paragraph 115 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

116. Because the allegations in Paragraph 116 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

117. Because the allegations in Paragraph 117 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

118. Because the allegations in Paragraph 118 relate the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

119. Because the allegations in Paragraph 119 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained and therein therefore denies them.

120. The allegations in Paragraph 120 refer to documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

121. The allegations in Paragraph 121 refer to documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

122. Because the allegations in Paragraph 122 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

123. Because the allegations in Paragraph 123 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

124. Because the allegations in Paragraph 124 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

125. Because the allegations in Paragraph 125 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

126. Because the allegations in Paragraph 126 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

127. Because the allegations in Paragraph 127 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

128. Because the allegations in Paragraph 128 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

129. Because the allegations in Paragraph 129 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

130. Because the allegations in Paragraph 130 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

131. Because the allegations in Paragraph 131 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

132. Because the allegations in Paragraph 132 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

133. Circle K lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 133 and therefore denies them. Circle K specifically denies that any of its actions caused Plaintiffs any damage.

134. Circle K admits that from time to time, Plaintiffs spoke with Circle K regarding operations of the stores. Circle K denies the remaining allegations in Paragraph 134.

135. With respect to the allegations in Paragraph 135 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K admits that in the few months Plaintiffs operated the stores, sales did not reach the levels projected in Plaintiffs' Business Plan. Circle K denies the remaining allegations and characterizations contained in Paragraph 135.

136. With respect to the allegations in the first sentence of Paragraph 136, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the allegations in the second sentence of Paragraph 136.

137. Because the allegations in Paragraph 137 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

138. With respect to the allegations in Paragraph 138 related to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations and characterizations in Paragraph 138.

139. With respect to the allegations in Paragraph 139 related to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations and characterizations in Paragraph 139.

140. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 140 and therefore denies them.

141. Because the allegations in Paragraph 141 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

142. With respect to the allegations in Paragraph 142 related to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations and characterizations in Paragraph 142.

143. With respect to the allegations in Paragraph 143 related to TMC and the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations in Paragraph 143.

144. With respect to the allegations in Paragraph 144 related to TMC and the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations and characterizations in Paragraph 144.

145. Because the allegations in Paragraph 145 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

146. Because the allegations in Paragraph 146 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

147. Because the allegations in Paragraph 147 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

148. Because the allegations in Paragraph 148 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

149. Because the allegations in Paragraph 149 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

150. Because the allegations in Paragraph 150 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

151. Because the allegations in Paragraph 151 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

152. Because the allegations in Paragraph 152 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

153. Because the allegations in Paragraph 153 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

154. Because the allegations in Paragraph 154 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

155. Because the allegations in Paragraph 155 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

156. Because the allegations in Paragraph 156 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

157. Because the allegations in Paragraph 157 relate to TMC and the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

158. Because the allegations in Paragraph 158 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

159. The allegations in Paragraph 159 contains legal statements or conclusions to which no response is required. To the extent a response is required, Circle K denies the allegations contained therein therefore denies them.

CAUSES OF ACTION

COUNT I

Against Circle K and TMC (FRAUDULENT MISREPRESENTATION)

160. With respect to Paragraph 160, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

161. With respect to the allegations in Paragraph 161 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. With respect to the allegations regarding documents, the contents of those documents speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. Circle K admits that it discussed store operations with Plaintiffs at various times. Circle K denies the remaining allegations in Paragraph 161.

162. With respect to the allegations in Paragraph 162 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations in Paragraph 162.

163. With respect to the allegations in Paragraph 163 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations in Paragraph 163.

164. With respect to the allegations in Paragraph 164 related to Plaintiffs' alleged lack of knowledge, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K denies the remaining allegations in Paragraph 164.

165. With respect to the allegations in Paragraph 165 related to Plaintiffs' alleged reliance, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K denies the remaining allegations in Paragraph 165.

166. Circle K denies the allegations of Paragraph 166 and specifically denies that Plaintiffs are entitled to any relief sought in their First Cause of Action of the Second Amended Complaint.

COUNT II
Against Circle K and TMC
(FRAUDULENT CONCEALMENT)

167. With respect to Paragraph 167, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

168. With respect to the allegations in Paragraph 168 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. With respect to the allegations regarding documents, the contents of those documents speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. Circle K admits that it discussed store operations with Plaintiffs at various times. Circle K denies the remaining allegations in Paragraph 168.

169. Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 169 and therefore denies them. Further, Paragraph 169 contains a statement to which no response is required.

170. With respect to the allegations in Paragraph 170 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. The remaining allegations in Paragraph 170 contains legal statements or conclusions to which no response is required. To the extent a response is required, Circle K denies the allegations contained therein.

171. With respect to the allegations in Paragraph 171 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations in Paragraph 171.

172. With respect to the allegations in Paragraph 172 related to Plaintiffs' alleged lack of knowledge, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K denies the remaining allegations in Paragraph 172.

173. With respect to the allegations in Paragraph 173 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations in Paragraph 173.

174. With respect to the allegations in Paragraph 174 related to Plaintiffs' alleged actions, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K denies the remaining allegations in Paragraph 174.

175. Circle K denies the allegations of Paragraph 175 and specifically denies that Plaintiffs are entitled to any relief sought in their Second Cause of Action of the Second Amended Complaint.

COUNT III
Against Circle K and TMC
(NEGLIGENT MISREPRESENTATION)

176. With respect to Paragraph 176, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

177. With respect to the allegations in Paragraph 177 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them.

With respect to the allegations regarding documents, the contents of those documents speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them. Circle K admits that it discussed store operations with Plaintiffs at various times. Circle K denies the remaining allegations in Paragraph 177.

178. With respect to the allegations in Paragraph 178 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations in Paragraph 178.

179. With respect to the allegations in Paragraph 179 related to TMC, Circle K lacks knowledge or information sufficient to form a belief as to their truth and therefore denies them. Circle K denies the remaining allegations in Paragraph 179.

180. With respect to the allegations in Paragraph 180 related to Plaintiffs' alleged reliance, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K denies the remaining allegations in Paragraph 180.

181. Circle K denies the allegations of Paragraph 181 and specifically denies that Plaintiffs are entitled to any relief sought in their Third Cause of Action of the Second Amended Complaint.

COUNT IV
Against Circle K
(BREACH OF THE INVENTORY AGREEMENT)

182. With respect to Paragraph 182, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

183. Circle K admits the allegations in Paragraph 183.

184. The allegations in Paragraph 184 refer to documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

185. The allegations in Paragraph 185 refer to documents, the contents of which speak for themselves. To the extent that the allegations stand for or are intended to stand for additional or inconsistent facts or propositions, Circle K denies them.

186. With respect to the allegations in Paragraph 186, Circle K admits that Plaintiffs failed to satisfy their full payment obligations under the Amended Inventory Agreements. Circle K denies the remaining allegations in Paragraph 186.

187. Circle K denies the allegations in Paragraph 187.

188. Circle K denies the allegations in Paragraph 188.

189. Circle K denies the allegations of Paragraph 189 and specifically denies that Plaintiffs are entitled to any relief sought in their Fourth Cause of Action of the Second Amended Complaint.

COUNT V
Against the Lehigh Parties
(VIOLATION OF THE PMPA)

190. With respect to Paragraph 190, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

191. Because the allegations in Paragraph 191 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

192. Because the allegations in Paragraph 192 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

193. Because the allegations in Paragraph 193 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

194. Because the allegations in Paragraph 194 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

195. Because the allegations in Paragraph 195 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

196. Because the allegations in Paragraph 196 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

197. Because the allegations in Paragraph 197 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

198. Because the allegations in Paragraph 198 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

199. Because the allegations in Paragraph 199 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

200. Because the allegations in Paragraph 200 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

201. Because the allegations in Paragraph 201 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

202. Because the allegations in Paragraph 202 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

203. Because the allegations in Paragraph 203 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

204. Because the allegations in Paragraph 204 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

205. With respect to the allegations in Paragraph 205 that relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them. Circle K denies that it corresponded with Plaintiffs regarding the Lehigh Parties' termination of Plaintiffs' PMPA franchise.

206. Because the allegations in Paragraph 206 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

207. Because the allegations in Paragraph 207 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

COUNT VI
Against Lehigh Supplier
(BREACH OF THE SUPPLY AGREEMENT)

208. With respect to Paragraph 208, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

209. Because the allegations in Paragraph 209 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

210. Because the allegations in Paragraph 210 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

211. Because the allegations in Paragraph 211 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

COUNT VII
Against the Lehigh Parties
(BREACH OF THE SUPPLY AGREEMENT AND LEASES)

212. With respect to Paragraph 212, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

213. Because the allegations in Paragraph 213 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

214. Because the allegations in Paragraph 214 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

215. Because the allegations in Paragraph 215 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

216. Because the allegations in Paragraph 216 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

217. Because the allegations in Paragraph 217 relate to the Lehigh Parties, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

COUNT VIII
Against TMC
(VIOLATION OF ARIZONA'S CONSUMER FRAUD ACT, A.R.S. § 44-1521 et seq.)

218. With respect to Paragraph 218, Circle K incorporates by reference, as if fully set forth herein, its responses to the previous paragraphs of the Second Amended Complaint.

219. Because the allegations in Paragraph 219 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

220. Because the allegations in Paragraph 220 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

221. Because the allegations in Paragraph 221 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

222. Because the allegations in Paragraph 222 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

223. Because the allegations in Paragraph 223 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

224. Because the allegations in Paragraph 224 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

225. Because the allegations in Paragraph 225 relate to TMC, Circle K lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

PRAYER FOR RELIEF

In response to Plaintiffs' "WHEREFORE" paragraph, including Paragraphs 1-12 as they relate to Circle K, Circle K denies that Plaintiffs are entitled to the requested relief or any relief whatsoever. Circle K further notes that Plaintiffs have since withdrawn their request for punitive damages.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

If Plaintiffs have sustained any injuries or damages, such were the result of intervening or superseding events, factors, occurrences or conditions, which were in no way caused by Circle K and for which Circle K is not liable.

SECOND AFFIRMATIVE DEFENSE

Circle K acted reasonably and in good faith at all material times based on all relevant facts and circumstances known by it at the time it so acted.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' failure to mitigate any damages allegedly sustained.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of accord and satisfaction.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' alleged injuries and damages, if any, were caused by the acts or omissions of Plaintiffs, or by the fault of Plaintiffs, and its admissions, amendments, agreements, or waiver, and thus any recovery might be reduced accordingly or eliminated altogether in accord with applicable statutes and common law.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims for compensatory or special damages, and future lost profits are barred or reduced by applicable law or statute.

TENTH AFFIRMATIVE DEFENSE

No act by Circle K was fraudulent, intentional, or a breach of any contract between Circle K and UPS.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims regarding Circle K's alleged misrepresentations and omissions are barred, in whole or in part, by the parol evidence rule.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims regarding Circle K's alleged misrepresentations and omissions are barred, in whole or in part, because they did not rely on any of the alleged misrepresentations or omissions.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims regarding Circle K's alleged misrepresentations and omissions are barred, in whole or in part, because they did not reasonably rely on any of the alleged misrepresentations or omissions, or any such reliance was unjustified as a matter of law.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the limitations and defenses set out in the applicable statutes and common law. Circle K incorporates by reference all defenses and limitations set forth or referenced in applicable statutes and common law.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by applicable law, and Circle K is entitled to and does assert all defense and presumptions available under applicable law.

DEFENSES RESERVED

Circle K hereby gives notice that it intends to rely upon any other defenses that may become available or apparent during the discovery proceedings in this matter, and hereby reserves its right to amend this Answer and to assert any such defenses.

JURY DEMAND

Circle K hereby demands a trial by jury for all issues so triable.

LOCAL CIVIL RULE 11.2 CERTIFICATION

Pursuant to L. Civ. R. 11.2, the undersigned counsel hereby certifies that this matter in controversy is not the subject of any action pending in any court, or of any pending arbitration or administrative proceeding.

LOCAL CIVIL RULE 201.1(d)(3) CERTIFICATION

Pursuant to L. Civ. R. 201(d)(3), the undersigned counsel for Circle K hereby certifies that the amount in controversy exceeds \$150,000.

Dated: July 19, 2021

Respectfully,

/s/ Matthew J. Fedor

Matthew J. Fedor

Kristen N. Roshto

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